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In Pro Per

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MICHELLE DABADIE, an individual

Plaintiffs,

V.

ANTONIO SANTILLAN 1993
TRUST, DATED APRIL 29, 1993, a
rental property income producing real
estate investment trust, ANTONIO
SANTILLAN, an individual, STEVEN
GOURLY, an individual, MARCOS
SANTILLAN, an individual, and DOES
1 to 10

Defendants.

**COMPLAINT FOR
BREACH OF CONTRACT;
BREACH OF THE IMPLIED
COVENANT OF GOOD FAITH
AND FAIR DEALING;
INTENTIONAL INFILCTION OF
EMOTIONAL DISTRESS;
VIOLATION OF CALIFORNIA
CIVIL CODE SECTION 1950.5;
CONVERSION;
VIOLATION OF BUSINESS &
PROFESSIONS CODE SECTION
17200**

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CLERK, U.S. DISTRICT COURT,
CLERK'S OFFICE, LOS ANGELES

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1 COMES NOW MICHELLE DABADIE for her complaint against defendants
 2 ANTONIO SANTILLAN 1993 TRUST, dated April 29, 1993, STEVEN GOURLY,
 3 ANTONIO SANTILLAN and MARCOS SANTILLAN complains and alleges as
 4 follows:

5 **JURISDICTION AND VENUE**

6 1. There is complete diversity between Plaintiffs and Defendants and this
 7 Court has jurisdiction under 28 U.S.C. § 1332 as the amount in controversy, without
 8 interest or costs, exceeds the sum or value of \$75,000.

9 2. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391(b)(2)
 10 and §1391(c)(2) because (1) a substantial portion of the wrongs complained of herein
 11 occurred in Los Angeles County, (2) a substantial part of property that is the subject of
 12 the action is situated here and (3) Defendants are subject to personal jurisdiction in Los
 13 Angeles County.

14 **THE PARTIES**

15 3. Plaintiff MICHELLE DABADIE is an individual and is now, and at all
 16 times mentioned herein was, a citizen of the United Kingdom.

17 4. Plaintiff is informed and believes, and thereupon alleges, that defendant
 18 ANTONIO SANTILLAN 1993 TRUST, dated April 29, 1993 (the “Trust”) is a rental
 19 property income producing real estate investment trust with its principal place of
 20 business in California.

21 5. Plaintiff is informed and believes, and thereupon alleges, that defendant
 22 ANTONIO SANTILLAN (“Defendant Santillan”) was a citizen of California, residing
 23 in Palm Springs (Riverside County) and was the trustee of the ANTONIO
 24 SANTILLAN 1993 TRUST, dated April 29, 1993.

25 6. Plaintiff is informed and believes, and thereupon alleges, that defendant
 26 MARCOS SANTILLAN is a citizen of California and is the trustee of the ANTONIO
 27 SANTILLAN 1993 TRUST, dated April 29, 1993.

28 7. Plaintiff is informed and believes, and thereupon alleges, that defendant

1 STEVEN GOURLY is a citizen of California and is the trustee of the ANTONIO
2 SANTILLAN 1993 TRUST, dated April 29, 1993.

3 8. Plaintiff is currently unaware of the true names or capacities of the
4 Defendants sued herein under the fictitious names DOES 1 through 10, and will seek
5 leave to amend and serve such fictitiously named once their names and capacities
6 become known. Plaintiff is informed and believes, and thereon alleges, that each and
7 all of the acts and omissions alleged herein were performed by, or are attributable to,
8 each such Defendant. Plaintiff is informed and believes, and thereon alleges, that each
9 of said Defendants is in some manner intentionally, negligently, or otherwise
10 responsible for the acts, omissions, occurrences, and transactions alleged herein.

FACTUAL BACKGROUND

12 9. In July 2013, Plaintiff and Defendants entered into a Residential Lease
13 Agreement (the “Lease”) for property located at 425 N. Alfred Street, Los Angeles,
14 California 90048. At the time Plaintiff signed the Lease, she was in the United
15 Kingdom and had not seen the subject property. Defendants did not provide any
16 interior pictures of the property despite repeated requests by Plaintiff. A true and
17 correct copy of the Lease is attached hereto as **Exhibit A**.

18 10. The Lease provides in pertinent part

19 **INITIAL PAYMENT:** TENANT shall pay the first and last months
20 \$14,990 and the security deposit in the amount of \$15,025.00 for a total of
\$30,015.00. Said payment shall be made in the form of cash or cashier's
check and is all due July 25, 2013. (Exhibit A at p. 1).

21 11. Plaintiff complied with the Initial Payment provision of the Lease and
22 wired Defendants \$30,015.00 on or about July 22, 2013.

12. Pursuant to the Lease, Defendants were required to deliver the possession
24 of the property to Plaintiff on August 16, 2013. The property, however, was not ready
25 for occupancy that date. Plaintiff therefore agreed to accept the possession of the
26 property on August 22, 2013.

13. On or about August 7, 2013, Plaintiff traveled to Los Angeles with her

1 mother and a 7-year old daughter. Upon arrival, she requested to see the subject
2 property. Defendants refused, claiming that a former tenant had not moved out.

3 14. On or about August 10, 2013, Plaintiff was finally able to inspect the
4 subject property. Upon inspection, Plaintiff discovered that the property had a
5 swimming pool, which was not visible from various rooms in the house. The pool was
6 situated such that children using the pool could not be supervised unless an adult was
7 physically present at the pool outside the house. This was a critical concern for
8 Plaintiff because several family members and friends of family members had
9 previously drowned in unsupervised swimming pool incidents.

10 15. On or about August 12, 2013, Plaintiff met with Defendant Santillan and
11 explained that (1) she intended to move in the property on August 22, 2013 with her
12 family per the parties' agreement; (2) due to the concern about the swimming pool, she
13 wanted him to try to find another tenant; (3) she would continue paying rent and living
14 in the property until such time as Defendant Santillan found a new tenant and (4) if he
15 did not find a replacement tenant, she would remain in the property during the Lease
16 term (i.e. one year) and comply with the terms of the lease.

17 16. The same day, August 12, 2013, Defendant Santillan told Plaintiff that he
18 would not permit Plaintiff and her family take possession of the property in direct
19 breach of the Lease. Defendants also refused to return the \$30,015.00 deposit, so that
20 she could rent another house and not be stranded with her family and a 7-year old
21 daughter in a hotel.

22 17. Plaintiff begged Defendant Santillan to find another tenant and return at
23 least some of the money Plaintiff had paid as a deposit or let her take possession of the
24 property until he found a new tenant. Defendant refused.

25 18. On or about September 28, 2013, Plaintiff's real estate broker found
26 another tenant for Defendants. The new tenant offered to lease the subject property for
27 \$7,000.00, starting October 16, 2013. Plaintiff agreed to pay the difference of \$500.00
28 for the Lease term, so that Defendants would return at least some of the money Plaintiff

had paid as a deposit. Defendants refused to sign a lease with the new tenant.

19. Defendants' refusal (1) to deliver the possession of the subject property to Plaintiff on August 21, 2013 as they had agreed to do under the Lease, (2) to return the \$30,015.00 deposit to Plaintiff, and (3) to lease the property to the new tenant, caused Plaintiff substantial damages. These damages include, but are not limited to, the \$30,015.00 deposit, additional living expenses in excess of \$6,500, costs and expenses Plaintiff incurred in connection with finding another house, which required the payment of higher rent, loss or earnings, emotional distress and attorney's fees.

FIRST CLAIM FOR RELIEF

(Breach of Contract)

20. Plaintiff repeats and re-alleges, as though fully set forth herein, the allegations contained in paragraphs 1 through 19 of the Complaint.

21. On or about July 22, 2013, Plaintiff and Defendants entered into the Lease for property located at 425 N. Alfred Street, Los Angeles, California 90048. The Lease was for a term commencing on August 16, 2013 and ending on July 31, 2014.

22. Defendants were required to deliver the possession of the subject property to Plaintiff on or before August 22, 2013.

23. Plaintiff performed all, or substantially all, of the conditions the Lease required it to perform and/or were excused from having to perform such conditions by Defendants' misconduct alleged above, and incorporated herein.

24. In addition, and for the reasons alleged above, Plaintiff was excused from all, or substantially all, of the Lease conditions because Defendants (i) waived compliance with those conditions, (ii) are estopped by their conduct from relying on those conditions and/or (iii) prevented Plaintiff from complying with those conditions.

25. All of the conditions required for Defendants' performance had occurred.

26. Defendants failed to deliver the possession of the subject property to Plaintiff and wrongfully refused to return the \$30,015.00 deposit to her. In addition, to the extent that Defendants suffered any damages, they failed to mitigate such damages

1 by refusing to rent the property to a new tenant, who was willing to take possession of
2 the property on or about October 16, 2013.

3 27. Defendants' failure to deliver the possession of the subject property to
4 Plaintiff and wrongful refusal to return the \$30,015.00 deposit to her were material
5 breaches of the Lease, which entitled Plaintiff to terminate the Lease.

6 28. As a direct and proximate result of Defendants' material breach of the
7 Lease, Plaintiff suffered substantial damages. These damages include, but are not
8 limited to, (1) the \$30,015.00 deposit, (2) additional living expenses in excess of
9 \$6,500.00, (3) costs and expenses Plaintiff incurred in connection with finding another
10 house, which required the payment of higher rent; (4) loss or earnings and (5)
11 reasonable attorney's fees.

SECOND CLAIM FOR RELIEF

(Breach of the Implied Covenant of Good Faith and Fair Dealing)

14 29. Plaintiff repeats and realleges, as though fully set forth herein, the
15 allegations contained in paragraph 19.

16 30. California law implies a covenant of good faith and fair dealing in all
17 contracts, including all leases. The covenant of good faith and fair dealing not only
18 imposes upon each contracting party the duty to refrain from doing anything which
19 would render performance of the contract impossible by any act of its own, but also the
20 duty to do everything that the contract presupposes that the party will do to accomplish
21 its purpose.

22 31. Defendants breached the implied covenant of good faith and fair dealing
23 by, among other things, (1) failing to deliver the possession of the subject property to
24 Plaintiff, (2) refusing to return the \$30,015.00 deposit; (3) refusing to rent the property
25 to a new tenant for the sole purpose of wrongfully retaining the \$30,015.00 deposit;
26 and (4) failing to mitigate their alleged damages.

27 32. As a direct and proximate result of Defendants' breach of the implied
28 covenant of good faith and fair dealing, Plaintiff has suffered, and continues to suffer,

substantial damages. These damages include, but are not limited to, (1) the \$30,015.00 deposit, (2) additional living expenses in excess of \$6,500, (3) costs and expenses in excess of \$3,500.00, which Plaintiff incurred in connection with finding another house, which required the payment of higher rent; (4) loss or earnings; and (5) reasonable attorney's fees.

33. Defendants' conduct was fraudulent, malicious and oppressive, justifying an award of exemplary and punitive damages in an amount to be determined by the jury according to proof at trial, but not less than \$100,000.

THIRD CLAIM FOR RELIEF

(Intentional Infliction of Emotional Distress)

34. Plaintiff repeats and re-alleges, as though fully set forth herein, the allegations contained in paragraphs 1 through 19 of the Complaint.

35. Defendants' refusal (1) to deliver the possession of the subject property to Plaintiffs, (2) to return the \$30,015.00 deposit, so that Plaintiff could lease another house and not be stranded in hotels with her a 7-year old child; and (3) to rent the property to a new tenant for the sole purpose of wrongfully retaining the \$30,015.00 deposit caused Plaintiff mental anguish and emotional and physical distress. Defendants knew that Plaintiff could not afford to live elsewhere and was stranded in a foreign country with a seven-year old child without any place to live.

36. On October 3, 2013, Plaintiff wrote to Defendants:

Unless you have a firm offer from someone else . . . I will be lo[sing] more money paying for a house that I am not even allowed to live in while new tenants are being sought. The financial stress of having to pay double for my accommodation while waiting for this matter to be resolved is making me ill with stress and anxiety and I really need for it to be resolved as soon as humanly possible.

37. Defendants simply ignored Plaintiff's warning that their conduct created a serious financial hardship and was causing serious emotional and physical problems.

1 38. On or about September 6, 2013, Plaintiff's mother sent an email to
 2 Defendants, explaining that their unreasonable and wrongful conduct had caused
 3 Plaintiff undue stress and mental anguish. The email stated:

4 I would like to speak to you as soon as its convenient, *I had a call from*
 5 *Micky at 5am . . . she is quite tearful and at a bit of a loss as it seems*
 6 *that the goal posts are shifting around*, I am unable to understand quite
 7 what it's all about so am awaiting her email regarding her concerns . . .
 8 *our American dream is in danger of becoming our America nightmare,*
 9 *Micky has invested all her savings in this adventure*, we are not rich but
 10 hard working, and I want to minimise (sic) her losses.. *At the moment you*
 11 *have our funds and the house and we have nothing.*

12 Legally she has the right to move in, but because you don't want her to
 13 and we are desperate for you to find a replacement . . . we are very much
 14 at your mercy, and wish to maintain your blessings and good wishes and
 15 move on in every way, we have agreed to meet every monthly payment
 16 until it has been re let and also if there are no takers at its current rental
 17 any shortfall would be met by us until the end of our lease period.

18 Your lawyer seems to be changing terms despite our agreement to be
 19 responsible for the rent until a new tenant has been secured, he talks about
 20 preparing the property to show prospective tenants, and *my*
understanding is that the property is prepared for such and is the reason
you don't want us to live there even temporarily and why we are
incurring vast hotel bills . . . , the property is empty . . . we are still
prepared to stay there to avoid any additional security costs, your lawyer
 21 also states that you will not receive any income until Alfred is re rented,
 22 this is very confusing to us as you have already received the funds that are
 23 paying the rent in full, your lawyer also states that our obligations with the
 24 lease will end when / if the thirty thousand is exhausted we assumed that
 25 this is because you are not allowing us to move in and live there and now
 26 the amended lease has done a u turn on that point, does this mean you are
 27 now willing for us to take up residence until another tenant is found, *it*
seem unfair and not right that she would have to potentially pay the full
year while other tenant are sought but is not allowed to live there during
that time . . .

28 39. Even after receiving this email, Defendants continued to refuse (1) to
 29 deliver the possession of the subject property to Plaintiff and (2) to return the
 30 \$30,015.00 deposit. Defendants' conduct was so outrageous in character, and so
 31 extreme in degree, as to go beyond all possible bounds of decency.

32 40. As the proximate result of the acts alleged above, Plaintiff suffered mental
 33 anguish and emotional and physical distress.

34 41. Defendants' conduct was fraudulent, malicious and oppressive, justifying

1 an award of exemplary and punitive damages in an amount to be determined by the jury
 2 according to proof at trial, but not less than \$100,000.

3 **FOURTH CLAIM FOR RELIEF**

4 ***(For Violation of California Civil Code section 1950.5)***

5 42. Plaintiff repeats and re-alleges, as though fully set forth herein, the
 6 allegations contained in paragraphs 1 through 19 of the Complaint.

7 43. The Legislature enacted Section 1950.5 to “prevent the misuse of security
 8 deposits” and “ensure the speedy return of security deposits on the termination of a
 9 tenancy and to prevent the improper retention of such deposits.” *Granberry v. Islay*
 10 *Investments*, 9 Cal.4th 738, 745-46 (1995).

11 44. Section 1950.5 provides that “[t]he bad faith claim or retention by a
 12 landlord or the landlord’s successors in interest of the security or any portion thereof in
 13 violation of this section . . . may subject the landlord or the landlord’s successors in
 14 interest to statutory damages of up to twice the amount of the security, in addition to
 15 actual damages.” Cal. Civ. Code § 1950.5.

16 45. Moreover, “[i]n any action under this section, the landlord or the
 17 landlord’s successors in interest shall have the burden of proof as to the reasonableness
 18 of the amounts claimed or the authority pursuant to this section to demand additional
 19 security deposits.” Cal. Civ. Code § 1950.5.

20 46. Defendants are landlords as that term is used in Civil Code §1950.5.

21 47. Plaintiff is a tenant entitled to the protections of Civil Code §1950.5.

22 48. Plaintiff is informed and believes, and on that basis alleges, that
 23 Defendants devised and engaged in a course of business conduct designed and intended
 24 to circumvent and obstruct the public policy behind Civil Code §1950.5.

25 49. Defendants unlawfully charged Plaintiff the equivalent of four months’
 26 rent for the security deposit for an unfurnished residential property and improperly
 27 retained the security deposit in bad faith in violation of California Civil Code section
 28 1950.5.

50. Plaintiff seeks (1) actual damages set forth above; (2) the return of the security deposit; and (3) statutory damages of up to twice the amount of the security (i.e. \$60,030.00) pursuant to California Civil Code section 1950.5.

FIFTH CLAIM FOR RELIEF

(Conversion)

51. Plaintiff repeats and re-alleges, as though fully set forth herein, the allegations contained in paragraphs 1 through 19 of the Complaint.

52. Due to Defendants' refusal to permit Plaintiff to take possession of the subject property, Plaintiff had a right to possession of the full amount of her security deposit no later than then August 22, 2013. As of that date, Plaintiff had a right to possession of \$30,015.00 that was held by Defendants.

53. Defendants have intentionally taken possession of and prevented Plaintiff from having access to her \$30,015.00 for a significant period of time. In fact, to date, Defendants have prevented Plaintiff from gaining access to her security deposit. Plaintiff did not consent to Defendants' continued retention of her \$30,015.00. Plaintiff has thereby been harmed and Defendants' wrongful retention of Plaintiff's \$30,015.00 was a substantial factor in causing Plaintiff harm.

54. Defendants' actions and wrongfully retention of Plaintiff's \$30,015.00 was oppressive, fraudulent and malicious, entitling Plaintiff to an award of exemplary damages.

FIFTH CLAIM FOR RELIEF

(For Violation of Business & Professions Code Section 17200)

55. Plaintiff repeats and re-alleges, as though fully set forth herein, the allegations contained in paragraphs 1 through 19 of the Complaint.

56. The Lease contains an unenforceable and unconstitutional jury waiver provision, which states:

It is acknowledged, between the parties, that jury trials significantly increase the costs of any litigation between the parties. It is also acknowledged that jury

1 trials require a longer length of time to adjudicate the controversy. On this basis,
2 all parties waive their rights to have any matter settled by jury trial. (Exhibit A
3 at p. 4).

4 57. Plaintiff is informed and believes, and based thereon alleges, that
5 Defendants include and enforce this unconstitutional jury waiver provision in all of
6 their lease agreements.

7 58. Defendants' inclusion of an unconstitutional jury waiver provision in their
8 lease agreements constitutes an unlawful and/or unfair practice within the meaning of
9 California Business & Professions Code section 17200, et seq. Plaintiff is informed
10 and believes, and based thereon alleges, that Defendants include such a provision in
11 their lease agreements to discourage their tenants from bringing lawsuits against them.

12 59. Defendants' refusal to permit Plaintiff to take possession of the residential
13 property for which she had paid \$30,015.00 and their refusal to return the security
14 deposit in violation of Civil Code §1950.5 also constitutes an unfair, unlawful and
15 fraudulent practice within the meaning of California Business & Professions Code
16 section 17200, et seq.

17 60. Plaintiff is informed and believes, and on that basis allege, that Defendants
18 have a practice of (1) including unconstitutional and illegal jury waiver provisions in
19 their lease agreements and (2) refusing in bad faith to refund security deposits to their
20 tenants in violation of Civil Code §1950.5. Plaintiff is further informed and believes
21 that Defendants insert a provision purporting to limit attorney's fees to \$500 for the
22 sole purpose of discouraging their tenants from bringing legitimate lawsuits against
23 them, so that they can breach their lease agreements with impunity, violate Section
24 1950.5 and attempt to avoid liability.

25 61. As a result of Defendants' violation of Section 17200, Plaintiff suffered
26 substantial damages, including but not limited to the full amount of security deposit.
27 Plaintiff seeks the return of the security deposit wrongfully retained by Defendants, as
28 well as disgorgement of illegal profits that Defendants have obtained as a result of their

1 unlawful, fraudulent and/or unfair conduct. Plaintiff also seeks to enjoin Defendants
2 from including unconstitutional jury waiver provisions in their lease agreements.

3 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

4 **FOR THE FIRST CLAIM FOR RELIEF**

5 1. For actual damages in the amount of \$30,015.00;
6 2. For consequential damages in excess of \$10,000;
7 3. For costs of suit incurred herein;
8 4. Reasonable attorneys' fees; and
9 5. For such other and further relief as the Court deems just and proper.

10 **FOR THE SECOND CLAIM FOR RELIEF**

11 1. For actual damages in the amount of \$30,015.00;
12 2. For consequential damages in excess of \$10,000;
13 3. For exemplary and punitive damages in an amount to be determined by
14 the jury according to proof at trial, but not less than \$100,000;
15 4. For costs of suit incurred herein;
16 5. Reasonable attorneys' fees; and
17 6. For such and other further relief as the Court deems just and proper.

18 **FOR THE THIRD CLAIM FOR RELIEF**

19 1. For actual damages in the amount of \$30,015.00;
20 2. For consequential damages in excess of \$10,000;
21 3. For exemplary and punitive damages in an amount to be determined by
22 the jury according to proof at trial, but not less than \$100,000;
23 4. For costs of suit incurred herein; and
24 5. For such and other further relief as the Court deems just and proper.

25 **FOR THE FOURTH CLAIM FOR RELIEF**

26 1. For actual damages in the amount of \$30,015.00;
27 2. For consequential damages in excess of \$10,000;
28 3. For exemplary and punitive damages in an amount to be determined by

the jury according to proof at trial, but not less than \$100,000;

4. Statutory damages in the amount of \$60,030.00;

5. For costs of suit incurred herein; and

6. For such and other further relief as the Court deems just and proper.

FOR THE FIFTH CLAIM FOR RELIEF

1. For actual damages in the amount of \$30,015.00;

2. For consequential damages in excess of \$10,000;

3. For exemplary and punitive damages in an amount to be determined by

the jury according to proof at trial, but not less than \$100,000;

4. For costs of suit incurred herein; and

5. For such and other further relief as the Court deems just and proper.

FOR THE SIXTH CLAIM FOR RELIEF

1. Restitution of \$30,015.00;

2. For costs of suit incurred herein:

3. Injunctive Relief:

4. Disgorgement of illegal profits;

5. Reasonable attorneys' fees; and

6. For such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Under FRCP 38 plaintiffs demand trial by jury.

DATED: February 4, 2014

Bv: 
MICHELLE DABADE
In Pro Per

100 LB Sack  BLUEBIRDonline.com (888) 477-0700  100 LB Sack

EXHIBIT A

The Law Firm of Dennis P. Block & Associates

Residential Lease Agreement

LANDLORD Antonio Santillan 1993 Trust, dated April 29, 1993

TENANT(S) Michelle Dabadie, Lucinda Ellery and Jean Francois Fourcroy

PROPERTY ADDRESS 425 N. Alfred Street, Los Angeles, CA 90048

1. RENTAL AMOUNT: Commencing August 16, 2013 TENANT agrees to pay LANDLORD the sum of \$ 7,495.00 per month in advance on the 1st day of each calendar month. Said rental payment shall be delivered by TENANT to LANDLORD or his designated agent to the following location 5055 E. Calle San Raphael, Ste. A4, Palm Springs, CA 92264. Rent must be actually received by LANDLORD, or designated agent, in order to be considered in compliance with the terms of this agreement.

(Check If Applicable) A prorated share of rent in the sum of \$ 3,747.50 is being paid to cover the period from September 16, 2013 to September 30, 2013.

2. TERM: The premises are leased on the following lease term: (please check one item only)
month to month (OR) until July 31, 2014 *with a second year option to be exercised after inspection of property on August 10, 2013.*

3. SECURITY DEPOSITS: TENANT shall deposit with landlord the sum of \$ 14,990.00 as a security deposit to secure TENANT'S faithful performance of the terms of this lease. The security deposit shall not exceed two times the monthly rent. After all the TENANTS have vacated, leaving the premises vacant, the LANDLORD may use the security deposit for the cleaning of the premises, any unusual wear and tear to the premises or common areas, and any rent or other amounts owed pursuant to the lease agreement or pursuant to Civil Code Section 1950.5. TENANT may not use said deposit for rent owed during the term of the lease. Within 21 days of the TENANT vacating the premises, LANDLORD shall furnish TENANT a written statement indicating any amounts deducted from the security deposit and returning the balance to the TENANT. If TENANT fails to furnish a forwarding address to LANDLORD, then LANDLORD shall send said statement and any security deposit refund to the leased premises. *plus \$ 35.00 Key Deposit.*

4. INITIAL PAYMENT: TENANT shall pay the first and ~~last~~ last month \$ 14,990.00 and the security deposit in the amount of \$ 15,025.00 for a total of \$ 30,015.00. Said payment shall be made in the form of cash or cashier's check and is all due ~~prior to occupancy~~ July 25, 2013.

5. OCCUPANTS: The premises are rented for residential purposes only and shall not be occupied by any person other than those designated above as TENANT with the exception of the following named persons:

Michelle Dabadie, Lucinda Ellery and Jean Francois Fourcroy

If LANDLORD, with written consent, allows for additional persons to occupy the premises, the rent shall be increased by \$100 for each such person. Any person staying 14 days cumulative or longer, without the LANDLORD'S written consent, shall be considered as occupying the premises in violation of this agreement.

6. SUBLETTING OR ASSIGNING: TENANT agrees not to assign or sublet the premises, or any part

thereof, without first obtaining written permission from LANDLORD.

7. UTILITIES: TENANT shall pay for all utilities and/or services supplied to the premises with the following exception NONE

8. PARKING: TENANT is not assigned a parking space. If assigned a parking space it shall be designated as space # Driveway. TENANT may only park a vehicle that is registered in the TENANT'S name. TENANT may not assign, sublet, or allow any other person to use this space. This space is exclusively used for the parking of passenger automobiles by the TENANT. No other type of vehicle or item may be stored in this space without prior written consent of LANDLORD. TENANT may not wash, repair, or paint in this space or at any other common area on the premises. Only vehicles that are operational and currently registered in the State of California may park in this space. Any vehicle that is leaking any substance must not be parked anywhere on the premises.

9. CONDITION OF PREMISES: TENANT acknowledges that the premises have been inspected. Tenant acknowledges that said premises have been cleaned and all items, fixtures, appliances, and appurtenances are in complete working order. TENANT promises to keep the premises in a neat and sanitary condition and to immediately reimburse landlord for any sums necessary to repair any item, fixture or appurtenance that needed service due to TENANT'S, or TENANT'S invitee, misuse or negligence. TENANT shall be responsible for the cleaning or repair to any plumbing fixture where a stoppage has occurred. TENANT shall also be responsible for repair or replacement of the garbage disposal where the cause has been a result of bones, grease, pits, or any other item which normally causes blockage of the mechanism.

10. ALTERATIONS: TENANT shall not make any alterations to the premises, including but not limited to installing aerials, lighting fixtures, dishwashers, washing machines, dryers or other items without first obtaining written permission from LANDLORD. TENANT shall not change or install locks, paint, or wallpaper said premises without LANDLORD'S prior written consent, TENANT shall not place placards, signs, or other exhibits in a window or any other place where they can be viewed by other residents or by the general public. TENANT shall not store any object on the property outside of the unit.

11. LATE CHARGE/BAD CHECKS: The parties agree that it would be impractical or extremely difficult to fix the actual damage incurred by the LANDLORD if the TENANT fails to pay the rent timely. An administrative cost, which is related to collecting and accounting for the late payment, will be assessed at the rate of 10% of the Monthly rent which is \$749.50 The ~~late~~ ^{* see Note Below} late charge will commence 3 DAYS after the rent is due. The parties further agree that the acceptance of ~~Note Below~~ this provision will be conclusive evidence, in any legal proceeding, that calculating actual damage would be impractical and extremely difficult to fix. Furthermore, the late fee assessed above, is conclusive evidence in any legal proceeding that it is a reasonable administrative cost. If rent is not paid when due and landlord issues a 'Notice To Pay Rent Or Quit', TENANT must tender cash or cashier's check only. If TENANT tenders a check, which is dishonored by a banking institution, then TENANT shall only tender cash or cashier's check for all future payments. This shall continue until such time as written consent is obtained from LANDLORD. In addition, TENANT shall be liable in the sum of \$25 for each check that is returned to LANDLORD because the check has been dishonored. A fee of \$50 will be incurred each time a the Landlord is required to serve a 3 Day Notice To Pay The Rent due to the Tenant's failure to pay rent timely.

~~* Late Fee is based on 10% of the Full Monthly Rent even if a partial rent payment is made.~~

12. NOISE AND DISRUPTIVE ACTIVITIES: TENANT or his/her guests and invitees shall not disturb, annoy, endanger or inconvenience other tenants of the building, neighbors, the LANDLORD or his agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the premises. Further, TENANT shall not do or keep anything in or about the premises that will obstruct the public spaces available to other residents. Lounging or unnecessary loitering on the front steps, public balconies or the common hallways that interferes with the convenience of other residents is prohibited. This is a completely no-smoking building. Smoking is prohibited in the unit or the common areas of the property.

13. LANDLORD'S RIGHT OF ENTRY: LANDLORD may enter and inspect the premises during normal business hours and upon reasonable advance notice of at least 24 hours to TENANT. LANDLORD is permitted to make all alterations, repairs and maintenance that in LANDLORD'S judgment is necessary to perform. In addition LANDLORD has all right to enter pursuant to Civil Code Section 1954. If the work performed requires that TENANT temporarily vacate the unit, then TENANT shall vacate for this temporary period upon being served a 7 days notice by LANDLORD. TENANT agrees that in such event that TENANT will be solely compensated by a corresponding reduction in rent for those many days that TENANT was temporarily displaced. No other compensation shall be offered to the TENANT. If the work to be performed requires the cooperation of TENANT to perform certain tasks, then those tasks shall be performed upon serving 24 hours written notice by LANDLORD. (EXAMPLE- removing food items from cabinets so that the unit may be sprayed for pests)

14. REPAIRS BY LANDLORD: Where a repair is the responsibility of the LANDLORD, TENANT must notify LANDLORD with a written notice stating what item needs servicing or repair. TENANT must give LANDLORD a reasonable opportunity to service or repair said item. TENANT acknowledges that rent will not be withheld unless a written notice has been served on LANDLORD giving LANDLORD a reasonable time to fix said item within in the meaning of Civil Code Section 1942. Under no circumstances may TENANT withhold rent unless said item constitutes a substantial breach of the warranty of habitability as stated in Code of Civil Procedure Section 1174.2. TENANT shall be responsible for any fines or inspection fees imposed by a governmental office as a result of TENANT failing to notify the LANDLORD in writing of a deficiency with the premises.

15. PETS: No dog, cat, bird, fish or other domestic pet or animal of any kind may be kept on or about the premises without LANDLORD'S written consent.

16. FURNISHINGS: No liquid filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later TENANT may possess a waterbed if he maintains waterbed insurance valued at \$100,000 or more. TENANT must furnish LANDLORD with proof of said insurance. TENANT must use bedding that complies with the load capacity of the manufacturer. In addition, TENANT must also be in full compliance with Civil Code Section 1940.5. TENANT shall not install or use any washer, dryer, or dishwasher that was not already furnished with the unit. TENANT shall not have any musical instruments on the premises.

17. INSURANCE: TENANT must maintain a personal property insurance policy to cover any losses sustained to TENANT'S personal property or vehicle. It is acknowledged that LANDLORD does not maintain this insurance to cover personal property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of GOD, and/or any other causes. It is acknowledged that LANDLORD is not liable for these occurrences. It is acknowledged that TENANT'S insurance policy shall solely indemnify TENANT for any losses sustained. TENANT'S failure to maintain said policy shall be a

to promptly notify LANDLORD in writing of any deteriorated and/or peeling paint.

31. ENTIRE AGREEMENT: The foregoing agreement, including any attachments incorporated by reference, constitute the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Further, TENANT represents that TENANT has relied solely on TENANT'S judgment in entering into this agreement. TENANT acknowledges having been advised to consult with independent legal counsel before entering into this Agreement and has decided to waive such representation and advice. TENANT acknowledges that TENANT has read and understood this agreement and has been furnished a duplicate original.

32. Additional terms (See attachment) Note attachment must be sign by all parties to be valid.

Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

Date July 19, 2013

XX LANDLORD/AGENT

XX TENANT

XX TENANT

No representation is made as to the legal validity of adequacy of this agreement. If you desire, consult with an attorney.

THE LAW FIRM OF DENNIS. P. BLOCK AND ASSOCIATES
1 800 77-EVICT (38428)
Copyright 2012

XX TENANT

* No For Sale/For Lease sign to be placed on premises more than 60 days prior to the end of this lease term, or any subsequent or extended lease terms.

* Owner nor Owner's representative are not to show home for sale or for lease more than 60 days prior to end of this lease term, or any subsequent or extended lease terms.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge Virginia A. Phillips and the assigned Magistrate Judge is Sheri Pym.

The case number on all documents filed with the Court should read as follows:

EDCV14-223-VAP(SPx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

February 5, 2014

Date

By C. Sawyer

Deputy Clerk

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

Western Division
312 N. Spring Street, G-8
Los Angeles, CA 90012

Southern Division
411 West Fourth St., Ste 1053
Santa Ana, CA 92701

Eastern Division
3470 Twelfth Street, Room 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEETI (a) PLAINTIFFS (Check box if you are representing yourself)

MICHELLE DABADIE

DEFENDANTS

ANTONIO SANTILLAN 1993 TRUST, DATED APRIL 29, 1993, a rental property income producing real estate investment trust, ANTONIO SANTILLAN, an individual, STEVEN GOURLY, an individual, MARCOS SANTILLAN, an individual

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)

Michelle Dabadi
9022 Burton Way
Beverly Hills, CA 90211
Tel: (310) 406-4826
Fax: (310) 288-0788

Attorneys (If Known)

ORIGINAL

II. BASIS OF JURISDICTION (Place an X in one box only.)

1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)
 2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant.)

Citizen of This State	<input type="checkbox"/> 1 <input checked="" type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4 <input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5 <input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input checked="" type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6

IV. ORIGIN (Place an X in one box only.)

1 Original 2 Removed from 3 Remanded from 4 Reinstated or 5 Transferred from another district (specify): 6 Multi-District Litigation 7 Appeal to District Judge from Magistrate Judge
 Proceeding State Court Appellate Court Reopened

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)CLASS ACTION under F.R.C.P. 23: Yes No MONEY DEMANDED IN COMPLAINT: \$ 200,000.00VI. CAUSE OF ACTION (Cite the U. S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
Breach of Contract; Breach of Covenant of Good Faith and Fair Dealing; Intentional Infliction of Emotional Distress; Violation of California Civil Code section 1950.5; Conversion; and Violation of Bus. & Prof. Code section 17200

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS PERSONAL INJURY	TORTS PERSONAL PROPERTY	PRISONER PETITIONS	LABOR
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 530 General	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/ Other	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 22 Appeal 28 USC 158	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 230 FORFEITURE / PENALTY	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 800 PROPERTY RIGHTS
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 850 Securities/Commodities/ Exchange	<input checked="" type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 641 HIA(1395ff)	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 843 DIWC/DIWW 405(g))	<input type="checkbox"/> 863 DIWC/DIWW 405(g))
<input type="checkbox"/> 891 Agricultural Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 463 Habeas Corpus- Alien Detainee	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 240 Torts to Land				
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 245 Tort Product Liability				
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 290 All Other Real Property				
<input type="checkbox"/> 950 Constitutionality of State Statutes					

FOR OFFICE USE ONLY: Case Number: ED CV14-0223

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply)

- A. Arise from the same or closely related transactions, happenings, or events; or
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Riverside County

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): Alia Dabah

Date February 4, 2014

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))